

# **EXHIBIT J**

**KIRKLAND & ELLIS**

**FLEMING**

**ASSET PURCHASE AGREEMENT**

**among**

**C&S ACQUISITION LLC,**

**as Purchaser,**

**C&S WHOLESALE GROCERS, INC.,**

**as Parent,**

**FLEMING COMPANIES, INC.**

**and**

**THE OTHER ENTITIES IDENTIFIED HEREIN,**

**as Sellers**

**July 7, 2003**

**VOLUME I OF II**

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**ASSET PURCHASE AGREEMENT**

**dated as of July 7, 2003**

**among**

**C&S ACQUISITION LLC,**

**as Purchaser,**

**C&S WHOLESALE GROCERS, INC.,**

**as Parent,**

**FLEMING COMPANIES, INC.**

**and**

**THE OTHER ENTITIES IDENTIFIED HEREIN,**

**as Sellers**

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## **ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT is dated July 7, 2003, among C&S Acquisition LLC, a Delaware limited liability company ("Purchaser"), Fleming Companies, Inc., an Oklahoma corporation ("Fleming"), Fleming Transportation Service, Inc., an Oklahoma corporation, Piggly Wiggly Company, an Oklahoma corporation, RFS Marketing Services, Inc., an Oklahoma corporation, Fleming International Ltd., an Oklahoma corporation, Fleming Foods of Texas L.P., an Oklahoma limited partnership, Fleming Foods Management Co., L.L.C., an Oklahoma limited liability company, and Fleming Foreign Sales Corporation, a Barbados corporation (each, a "Seller" and collectively, "Sellers"), each a debtor and debtor in possession under Chapter 11 Case No. 03-10945 (MFW) (jointly administered) pending in the United States Bankruptcy Court for the District of Delaware and, with respect to Article V and Sections 14.8 and 14.11 only, C&S Wholesale Grocers, Inc., a Vermont corporation ("Parent").

WHEREAS, Sellers are engaged in the wholesale grocery distribution business;

WHEREAS, Sellers and certain of their Subsidiaries, as debtors in possession pursuant to voluntary petitions, filed on April 1, 2003 for relief pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), pending in the United States Bankruptcy Court for the District of Delaware as Case Nos. 03-10944 through 03-10966 and 03-10970 through 03-10973;

WHEREAS, Sellers have been engaged in an active effort to market the Business and, pursuant to this effort, Fleming has entered into a Supply Agreement with Parent as well as a Letter of Intent (the "Letter of Intent") with Parent, each dated June 27, 2003; and

WHEREAS, Sellers and Purchaser have negotiated in good faith and at arm's-length for the purchase and sale of certain assets of Sellers, including certain assets of Seller's wholesale grocery distribution business, the assumption of certain liabilities associated therewith, and for certain bid protections in connection therewith;

NOW THEREFORE, in consideration of the mutual covenants, agreements and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION**

1.1 Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth below:

"AAA" shall have the meaning set forth in Section 13.6 hereof.

"Acquired Assets" shall have the meaning set forth in Section 2.1 hereof.

"Acquired Contracts" means the Leases, Subleases and Owned Real Property Leases and other agreements with Third Parties, including without limitation agreements with Third Parties related to the Business or the other Acquired Assets, including the agreements that are listed on

Schedule 4.11(b), but does not include (i) those Leases and agreements excluded from the Acquired Assets pursuant to Section 2.5, (ii) collective bargaining agreements or other agreements with a labor union or labor organization, (iii) vendor supply agreements (the "Excluded Vendor Supply Agreements") and (iv) any agreements that are Excluded Assets.

"Acquired Leased Equipment" shall have the meaning set forth in Section 2.1(c) hereof.

"Acquisition Proposal" means a proposal or proposals relating to any acquisition, purchase, merger, recapitalization or other similar transaction or series of transactions with or involving any securities or other interests in substantially all of the Acquired Assets, other than sales of Inventory in the ordinary course of business.

"Active Customers" shall have the meaning set forth in Section 3.3(e) hereof.

"Affiliate" shall have the meaning set forth in Bankruptcy Code section 101(2).

"Agents" shall have the meaning ascribed to such term in the DIP Credit Agreement.

"Agreement" means this Asset Purchase Agreement, including all Exhibits and Schedules hereto, as the same may be amended from time to time in accordance with its terms.

"Allocation" shall have the meaning set forth in Section 3.5 hereof.

"Alternative Transaction" means any disposition (other than pursuant to this Agreement and other than sales of Inventory in the ordinary course of business prior to the termination of this Agreement), whether by way of (i) acquisition, purchase, merger, recapitalization or other similar transaction with or involving any securities or other interests in the Acquired Assets, including pursuant to an Acquisition Proposal, or (ii) sale or liquidation of all or any portion of the Acquired Assets, and in each case, whether in a single or series of transactions.

"Ancillary Documents" shall have the meaning set forth in Section 14.8 hereof.

"Applicable Closing" means, with respect to an Acquired Asset, the Initial Closing or the Subsequent Closing pursuant to which such Acquired Asset is assigned, transferred and delivered to Purchaser, any Purchaser Assignee or any Third Party Purchaser pursuant to this Agreement.

"Applicable Closing Date" means, with respect to an Acquired Asset, the date, whether the Initial Closing Date or a Subsequent Closing Date, on which such Acquired Asset is assigned, transferred and delivered to Purchaser, any Purchaser Assignee or any Third Party Purchaser pursuant to the terms of this Agreement.

"Assignment and Assumption" shall have the meaning set forth in Section 10.2 hereof.

"Assignment Deadline" shall have the meaning set forth in Section 2.6 hereof.

"Assumed Liabilities" shall have the meaning set forth in Section 2.3 hereof.

- (c) "may not" is prohibitive and not permissive; and
- (d) "or" is not exclusive.

## ARTICLE II PURCHASE AND SALE; ASSUMPTION OF CERTAIN LIABILITIES

2.1 Purchase and Sale of Assets. Subject to the terms and conditions set forth in this Agreement, including Section 2.5, at the Applicable Closing, Sellers shall sell, assign, transfer and deliver to Purchaser, and Purchaser shall purchase, acquire and take assignment and delivery of, for the consideration specified in Section 3.1, all of Sellers' and their Affiliates' right, title and interest in and to all of their respective assets and properties, including the assets described below, but not including those assets specifically excluded by Sections 2.2 and 2.5 (all of the assets to be sold, assigned, transferred and delivered to Purchaser are called the "Acquired Assets").

(a) Acquired Contracts and Leasehold Improvements. All of Sellers interest in the Acquired Contracts and security interests, if any, related thereto, and in the leasehold improvements owned by Sellers that are situated in or on the PSCs (the "Leasehold Improvements").

(b) Inventory. All inventory located in or held for sale at the Operating PSCs on the Initial Closing Date and all Inventory In Transit (collectively, the "Inventory"); excluding, however, the Excluded Inventory.

(c) Equipment. All of the machinery, vehicles, furnishings, furniture, equipment, trade fixtures, computers, and other similar items of tangible personal property owned by Sellers, or leased by Sellers that is subject to a lease that is an Acquired Contract (the "Acquired Leased Equipment"), located at the PSCs on the Initial Closing Date, together with all rights of Sellers against the manufacturers and/or suppliers of such equipment other than those excluded pursuant to Section 2.2(a) (collectively, the "Equipment").

(d) Files and Records. All files, personnel records, documents, papers, computer files, data, customer and supplier lists, cost and pricing information, business plans, quality control records and manuals, blueprints, research and development files, personnel records and books and business records of Sellers in any media relating to the Acquired Assets of the Business (collectively, the "Files and Records").

(e) Permits. All assignable permits, licenses, consents, approvals, and authorizations, related to the operation of the PSCs (collectively, the "Permits").

(f) Intellectual Property. All Company Owned Intellectual Property, all Company Used Intellectual Property set forth on Schedule 8.11 and all other Company Used Intellectual Property to the extent such other Company Used Intellectual Property is assumable and assignable and subject to obtaining any necessary consents to transfer such assets.

(g) Owned Real Property. All of the land, together with all buildings and improvements located thereon, and all easements and other rights and interests appurtenant

thereto, owned by Sellers which are not Excluded Assets, including real property constituting a PSC or which is reasonably adjacent or in close proximity to any PSC, including those which are set forth on Schedule 2.1(g) hereto (the "Owned Real Property").

(h) Corporate Offices. All assets (including any leasehold interest) of Sellers at their Lewisville, Texas and Oklahoma City corporate offices (the "Corporate Offices"); provided, however, that pursuant to the Transition Services Agreement, Purchaser or Fleming, as the case may be, shall provide systems and operation support to the other party from such Corporate Offices.

(i) Warranties. All manufacturer's warranties to the extent related to the Acquired Assets and all claims under such warranties.

(j) Goodwill. All goodwill in or arising from the Acquired Assets and the Business.

(k) Supplies. All supplies, tools and spare parts related to the Business.

(l) Signs. All signs or personal property which contain any Intellectual Property which is an Acquired Asset (including, without limitation, the name (or trade derivative thereof) or logo of "Fleming" or variations thereof), including all uniforms supplied to employees of the Business that contain or display any such Intellectual Property.

(m) Prepaid Expenses. Subject to Section 2.2(o), all prepaid expenses related to the Acquired Assets and the Business, but excluding the Deposit and Sellers' Deposits.

(n) Identified Customer Notes and Agreements. All customer forgiveness notes and customer promissory notes listed on Schedule 2.1(n).

(o) Records of Sale. All records prepared in connection with the sale of the Acquired Assets, including bids but excluding analyses relating to bids for the Acquired Assets.

(p) Unrelated Assets. The Unrelated Assets, subject to the provisions of Section 3.7, provided that such Unrelated Assets may not be acquired by Purchaser prior to the end of the Option Period, as it may be extended pursuant to Section 3.7.

(q) Equity Interests in Customers. All equity interests, if any, in customers of the Business.

(r) Remaining Insurance Proceeds. All insurance proceeds not retained by Sellers pursuant to Section 2.2(g).

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the assets of Sellers described below or identified on Schedule 2.2 (which may be amended by mutual agreement of the parties) shall be retained by Sellers and are not being sold or assigned to Purchaser hereunder (all such assets are referred to collectively as the "Excluded Assets").

ability of Purchaser effectively to exercise full rights of ownership of the Acquired Assets, or (e) which otherwise is reasonably likely to have a Material Adverse Effect.

8.5 Sellers' Deliveries. Sellers shall have executed and delivered to Purchaser the Sellers' Ancillary Documents and other documents referred to in Section 10.2 hereof.

8.6 Statutes; Orders. No statute, rule or regulation shall have enacted by any Governmental Entity which prohibits the consummation of the Initial Closing, and there shall be no Order of a Governmental Entity in effect precluding the consummation of the Initial Closing.

8.7 Title Commitments. Sellers shall deliver to Purchaser, at Purchaser's sole cost and expense, commitments from Chicago Title Insurance Company with respect to each parcel of Owned Real Property to be transferred, assigned and delivered to Purchaser at the Initial Closing pursuant to which title policies may be issued at such Closing insuring title thereto vested in Purchaser subject only to Permitted Encumbrances.

8.8 Survey. Sellers shall deliver to Purchaser, at Purchaser's sole cost and expense, a current as-built survey of the Owned Real Property to be transferred, assigned and delivered to Purchaser at the Initial Closing prepared in accordance with the ALTA/ACSM Land Title Survey Requirements of 1992, certified to the Purchaser, the Purchaser's lender and Chicago Title Insurance Company selected by Purchaser by a registered public surveyor or registered professional engineer disclosing only Permitted Encumbrances and otherwise reasonably satisfactory to the Purchaser and its lender in all respects.

8.9 Debt Liens. Purchaser shall have received evidence reasonably satisfactory to it that (a) the Debt Liens (related to Acquired Assets that will be transferred to Purchaser on the Initial Closing Date) have been released by the holders thereof, (b) the holders of Debt Liens (related to Acquired Assets that may be transferred pursuant to a Subsequent Closing) conditionally agree to release such Debt Liens upon such Subsequent Closing in accordance with the terms of the Sale Order and (c) the holders of Debt Liens acknowledge and agree that such holders' Liens shall not attach to any property relating to the Business first coming into any Seller's possession on or after the Initial Closing Date.

8.10 Sales Material Adverse Effect. The Business shall not have suffered a Sales Material Adverse Effect.

8.11 Transfer of All Assets. Substantially all of the Acquired Assets shall be transferable to Purchaser, it being understood that Purchaser shall have no obligation to effect the Initial Closing unless substantially all the Acquired Assets shall be transferable to Purchaser as of the Initial Closing or, pursuant to the terms hereof, one or more Purchaser Assignees or Third Party Purchasers; provided, however, that Purchaser shall not be required to close, if any of the Acquired Assets listed on Schedule 8.11 of the Disclosure Schedule are not capable of being transferred and assigned to Purchaser as of the Initial Closing unless any such Acquired Asset is not capable of being transferred and assigned to Purchaser because of Purchaser's inability to provide adequate assurance of future performance with respect to such Acquired Asset.



IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed and delivered on the date first above written.

PURCHASER:

C&S Acquisition LLC

By: Mark Gross  
Name: Mark Gross  
Title: Executive Vice President

PARENT:

For purposes of Article V, and Sections 14.8 and 14.11 only,

C&S Wholesale Grocers, Inc.

By: Mark Gross  
Name: Mark Gross  
Title: Executive Vice President

SELLERS:

Fleming Companies, Inc.

By: Ted Stenger  
Name: Ted Stenger  
Title: Chief Restructuring Officer

Fleming Transportation Service, Inc.

By: \_\_\_\_\_  
Name:  
Title:

Piggly Wiggly Company

By: \_\_\_\_\_  
Name:  
Title:

Jul-08-03 12:14pm From-Fleming Co.

9729062302

T-947 P.002/003 F-484

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed and delivered on the date first above written.

PURCHASER:

C&S Acquisition LLC

By: \_\_\_\_\_  
Name: Mark Gross  
Title: Executive Vice President

PARENT:

For purposes of Article V, and Sections 14.8 and 14.11 only,

C&S Wholesale Grocers, Inc.

By: \_\_\_\_\_  
Name: Mark Gross  
Title: Executive Vice President

SELLERS:

Fleming Companies, Inc.

By: \_\_\_\_\_  
Name:  
Title:

✓ Fleming Transportation Service, Inc.

By: William E. May, Jr.  
Name: William E. May, Jr.  
Title: President

✓ Piggly Wiggly Company

By: Jimmy D. Garrison  
Name: Jimmy D. Garrison  
Title: President

Jul-08-03 12:57pm From:Fleming Co.

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✓ RFS Marketing Services, Inc.

By: William E. May Jr.  
Name: William E. May Jr.  
Title: President

✓ Fleming International Ltd.

By: William E. May Jr.  
Name: William E. May Jr.  
Title: President

✓ Fleming Foods of Texas L.P.  
By Fleming Companies, Inc.  
Its General Partner

By: William E. May Jr.  
Name: William E. May, Jr.  
Title: Executive Vice President

✓ Fleming Foods Management Co., L.L.C.  
By Fleming Companies, Inc.  
Its Sole Member

By: William E. May Jr.  
Name: William E. May Jr.  
Title: Executive Vice President

Fleming Foreign Sales Corporation

By: William E. May Jr.  
Name: William E May, Jr.  
Title: Executive Vice President

**Schedule 8.11 - Certain Certified Assets**

See attached.

## Schedule 8.11

**I All owned real property located at the Operating PSCs****II The following Leased and Subleased Real Property:**

	Lessor	Lessee	Location	Fleming File Number
1	DMA Fresno Development, Ltd	Fleming Companies	Fresno	CA-242
2	Susan Randleman as Trustee	Fleming Companies	Garland	TX-314
3	Fleming Companies	Enterprise Leasing Company of DFW	Garland	TX-371F
4	Pacific Warehouse, Inc	Fleming Companies	Hawaii	HI-002
5	Campbell Watumul	Fleming Companies	Hawaii	HI-007
6	Loyalty Development Company, Ltd	Fleming Companies	Hawaii	HI-005
7	Nabisco, Inc	Fleming Companies	La Crosse	WI-926PL
8	City of Lincoln, Nebraska	Fleming Companies	Lincoln	NE-123
9	Red Jack Partners	Fleming Companies	Lincoln	NE-121
10	Sperling Massillon LLC, WMS Massillon, LLC et al (as TIC)	Fleming Companies	Massillon	OH-215
11	The Realty Associates Fund VI, L.P.	Fleming Companies	Memphis	MS-210
12	Holmes Road Associates	Fleming Companies	Memphis	TN-306
13	PRIM Fleming Warehouse, LLC	Fleming Companies	Miami	FL-746
14	David Minkin, et al	Fleming Companies	Miami	FL-742CL
15	Jaren E Hiller, Eagle Prairie, Inc.	Fleming Companies	Milwaukee	WI-913
16	K.C. Investors, LLC	Fleming Companies	Nashville	TN-303
17	Sacramento Foodco Investors, LLC	Fleming Companies	Sacramento	CA-269
18	Collins Foodservice, Inc.	Fleming Companies	Sacramento	CA-239
19	Grocery (OK) QRS 15-5, Inc.	Fleming Companies	Tulsa	OK-267
20	Boyle Investment Company (Agent for Jean B. Isbell Trustee)	Fleming Companies	Memphis	TN-300
21	Fleming Companies	Quality Incentive Company	Memphis	TN-300 a
22	BGK LLC	Fleming Companies	West Sacramento	CA-236
23	Forbes Industrial Park L.L.C.	Fleming Companies	Topeka	KS-209
24	CMD Realty Investors	Fleming Companies	Staff (Fort Worth data center)	TX-317
25	Girgner, Incorporated	Fleming Companies	Staff (Oklahoma City)	OK-249
26	Hogen Publishing Company	Fleming Companies	Staff (4 Corporate Center)	OK-250A
27	Vantage Development #21, Inc.	Fleming Companies	Staff (Lewisville)	TX-351
28	Prusan Limited Partnership	Fleming Companies	KOP	PA-826
29	REBNEC NINE, INC	Fleming Companies	Geneva	AL-212
30	Petroleum Helicopters, Inc.	Fleming Companies	Lafayette	LA-188
31	Ant, LLC	Fleming Companies	Minneapolis	MN-264PL
32	Store Container Corporation	Fleming Companies	Minneapolis	MN-264PL3
33	Winthrop Income Properties II	Fleming Companies	Warsaw NC	NC-041
34	CSX Transportation, Inc.	Fleming Companies	Warsaw NC	NC-040F[B]
35	CSX Transportation, Inc.	Fleming Companies	Warsaw NC	NC-040F[C]
36	Northeast Commerce Center, L.L.C.	Fleming Companies	Northeast	MD-891
37	Northeast Commerce Center, L.L.C.	Fleming Companies	Northeast	MD-891[B]
38	Phoenix Foodco Investors, LLC	Fleming Companies	Phoenix	AZ-135
39	SLC Foodco Investors, LLC	Fleming Companies	Salt Lake City	UT-052

**III IP**

All of the Sellers' Company's rights, whether by ownership or license, in the following trademarks:

- 1 Best Yet
- 2 Exceptional Value
- 3 Marquis
- 4 Festival Foods
- 5 Piggly Wiggly
- 6 Sentry
- 7 Super One.
- 8 Jubilee
- 9 Shop 'n Kart
- 10 Super 1 Foods
- 11 Super Foods
- 12 Super Save
- 13 Super Thrift
- 14 Buy for Less
- 15 Big Star
- 16 IGA

**IV Procurement**

- 1 Assorted vendors
- 2 Carolina Logistics

All vendor private label agreements for the trademarks set forth above\*  
 Reclamation agreement\*

\*These shall be maintainable at the Initial Closing and assignable upon thirty days notice at any time during the six months following the Initial Closing.

V	IT Agreements		
1	IBM	1 year Enterprise Software Agreement	Enterprise Software License Agreement
2	IBM	5 year Hardware Maintenance Agreement	Enterprise Hardware Maintenance Agreement
3	Southwestern Bell	Customer Service Agreement	ATM Services
4	Comdisco	Hardware Lease 909	EMC DASD
5	Comdisco	Hardware Lease 910	EMC DASD
6	Comdisco	Hardware Lease 912	EMC DASD
7	Comdisco	Hardware Lease 913	EMC DASD
8	IBM	Lease Supplement 09789	9672-Z77 Misc. Equipment
9	IBM	Lease Supplement 13015	Virtual Tape Serve / Base Extension
10	IBM	Lease Supplement 13036	Magstar Subsystem, Base Extension
11	IBM	Lease Supplement 13062	Service Select, Coupling Facility, Connection Direct
12	IBM	Lease Supplement 17565	Magstar Tape Subsystem
13	IBM	Lease Supplement 20009	9032 Equipment / LED Port Cards
14	IBM	Lease Supplement 43877	ELA Financing
15	IBM	Lease Supplement 47141	Virtual Tape Server and Tape Drives
16	IBM	Lease Supplement 62345	Performance Tools, Backup/Recovery, Webshop Devt.
17	IBM	Lease Supplement 64170	9672-Z57 Processor Feature
18	IBM	Lease Supplement 45608	Escon Director, Sysplex Timer, 9672 features
19	IBM	Lease Supplement 82572	AS400 Operating System Software
20	EMC Corporation	Master Customer Agreement	Software & Hardware Purchase / Support DASD
21	AT&T	Master Services Agreement	Voice / Data Service
22	SAP	R/3 License Agreement & 8 Appendix	fl, tr- cn, co, ec, ps, rmm, sd, pp, dw, bc, pa, pd .850 named users
23	Comdisco	Software License Agreement	Mainframe Hardware
24	EMC Corporation	Software License Agreement	Powerpath Enterprise
25	EMC Corporation	Software License Agreement	Powerpath Enterprise Plus Inix Depot (qty 25)
26	EMC Corporation	Software License Agreement	Powerpath Workload Bal Shartel
27	EMC Corporation	Software License Agreement	DASD SYMMGR, SYMPRF
28	EMC Corporation	Software License Agreement	ECCPKG cap 2. To 4. Timefinder, Hub Switch
29	EMC Corporation	Software License Agreement	Powerpath Unix
30	EMC Corporation	Software License Agreement	Powerpath Work Load Bal 27 Licenses
31	EMC Corporation	Software License Agreement	Visionet-ECCPKG cap 2. To 4. Ppath (2) rfs datamvr
32	EXE Technologies, Inc.	Software License Agreement	30 Site License for
33	EXE Technologies, Inc.	Software License Agreement	Software Support Terms and Conditions
34	Extensis, Inc.	Software License Agreement	Portfolio 6.0 / Server, SQL connect, clients, service, upgrd
35	FileNet Corporation	Software License Agreement	Imaging System
36	Geac Computer Systems, Inc.	Software License Agreement	General Ledger
37	Gerber Systems	Software License Agreement	Fish Creek / Data Integrator
38	Hyperion	Software License Agreement	Financial Planning
39	ICG Group, Inc.	Software License Agreement	FileNet
40	iSoft Corporation	Software License Agreement	Commerce Suite / Unlimited Use
41	Kronos, Inc.	Software License Agreement	25,000 employee connect, 600 manager seats

42	Levi, Ray & Shoup, Inc.	Software License Agreement	vps,tso,tcip,pc,vtam,drs,drs/tcip, vps/report/browse
43	MacKinney Systems	Software License Agreement	VTAM virtual printer, 2 licenses
44	AT&T	Voice / Data Services Agreement	State Pricing Schedule

The above IT agreements shall be maintainable at the Initial Closing and assignable on or prior to the Business Day immediately preceding the six month anniversary of the Initial Closing.

**VI Leases and notes (if any) for the top five customers at each Operating PSC**

**VII The following promissory notes with an outstanding balance of over \$1,000,000, unless settled in accordance with the Agreement, including Section 2.7(c):**

DIV_NUM	NAME	PRIN_BAL
2012	ASR ENTERPRISES, INC.	\$5,772,477.59
	MARVIN'S BFL OF TULSA, INC.	\$4,866,060.90
2177	ERJCA INC.	\$3,560,786.23
2029	PAQ, INC.	\$3,187,650.99
2047	MAL ENTERPRISES, INC.	\$2,900,106.82
2024	GES, INC.	\$2,890,459.57
2151	RHODES GROCERY, INC.	\$2,603,794.21
2177	JMM, LLC AND RELATED LLC'S	\$2,453,705.69
	ADRIEN'S SUPERMARKET, INC.	\$2,191,640.78
2166	MARVIN'S, INC.	\$2,100,000.00
2177	MADISON FOODS, INC.	\$1,970,323.61
2006	QUALITY INCENTIVE COMPANY	\$1,901,241.42
2505	FEOLIS SUPERMARKET, LLC	\$1,808,329.46
2060	SCOZIO'S WEXFORD FOODS, LLC	\$1,697,278.67
2016	HAFSA CORPORATION	\$1,650,168.44
2039	MARVIN'S, INC.	\$1,477,959.26
2177		
2039	GARRETT'S MARKET, INC.	\$1,408,247.67
	RAGLAND BROS. SUPERMARKETS, IN	\$1,379,937.35
2155	HIRRI FOODS, INC.	\$1,238,838.71
2016	MAL ENTERPRISES, INC.	\$1,126,319.28
2024		
2039	GARRETT'S MARKET, INC.	\$1,047,121.90